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Title: **Chappaqua Central School District and Chappaqua Central School District Unit 9226, CSEA, Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2003)**

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Union: **Chappaqua Central School District Unit 9226, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

by and between the

CHAPPAQUA CENTRAL
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

RECEIVED

FEB 08 2005



NY'S PUBLIC EMPLOYMENT
RELATIONS BOARD

Chappaqua CSD Union #9226

Westchester County, New York

July 1, 2003 - June 30, 2006

60
Employees

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PREAMBLE

This Agreement made and entered into this 7th day of May, 2003, by and between the **Chappaqua Central School District** (hereinafter called "the District"), and the **Civil Service Employees' Association, Inc., Local 1000 AFSCME, AFL/CIO, the Chappaqua School Unit No. 9226** (hereinafter called the "CSEA"), is an Agreement covering the terms and conditions of employment of its members defined in the recognition article of this instrument.

ARTICLE 1 - DURATION

This Agreement shall be for the period beginning July 1, 2003, and ending June 30, 2006.

All salary and other monetary entitlement shall be retroactive to July 1, 2003, applied to the existing salary schedule as follows:

A.	Year I	7/1/03 - 6/30/04	3.25%
B.	Year II	7/1/04 - 6/30/05	3.50%
C.	Year III	7/1/05 - 6/30/06	3.50%

This Agreement shall supersede any rules, regulations, policies or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the establishment policies of the District. Any District policies unaltered or unchanged by this Agreement shall remain in force unless modified by this Agreement. However, it shall be the prerogative of the District to establish a new procedure from time to time provided those procedures are not inconsistent with the terms of this Agreement. In the event either party wishes to commence negotiations for an agreement for the school year, all negotiation proposals shall be submitted no earlier than January 5TH, and no later than January 19TH. Negotiations must commence no later than thirty (30) days subsequent to the receipt of said proposals.

ARTICLE 2 - RECOGNITION

The District has recognized the CSEA as the exclusive bargaining agent of the negotiating Unit defined as "Unit 9226 service personnel including all personnel engaged in the repair and maintenance of buildings and grounds, in the operation of vehicles and in the performance of any custodial services." Such recognition shall extend for the maximum period allowed by law.

Recognition has been granted contingent to the CSEA's affirmation that it does not assert the right to strike or to conduct any work stoppage or assist or participate in any strike, work stoppage, or to impose an obligation to conduct or to assist or participate in any strike or work stoppage upon its officers or members, against the District.

ARTICLE 2: RECOGNITION (cont.)

Nothing stated or implied in this Agreement shall be construed to require any employee to be a member of the CSEA as a condition of employment in the District.

The CSEA shall equally represent all employees of the School District in Unit 9226.

ARTICLE 3: RIGHTS OF THE CSEA

A. COPIES OF AGREEMENT: The District shall reproduce copies of this Agreement and make them available to all employees of the Unit. The Agreement shall be distributed by the President of the Unit.

B. BUILDING USAGE: The Unit shall have the right to post notices and communications on bulletin boards provided in each custodian's room and maintenance area. Where there is appropriate available meeting space in school buildings, it shall be offered to the Unit upon request.

C. DELEGATED ATTENDANCE AT CONVENTIONS: The elected officers of the Unit may, upon reasonable advance notice, attend the CSEA State Organization Convention, workshops or seminars for not more than a total of fifteen (15) days annually without loss of personal business days. A current list of eligible officers will be submitted to the District.

D. MEMBERSHIP AND ORGANIZATIONAL ADMINISTRATION OF CSEA: The Unit shall be the sole judge of its own rules and regulations with respect to membership and organizational administration subject to the requirements of the Public Employment Relations Board.

E. LABOR/MANAGEMENT COMMITTEE : A Labor/Management Committee shall be composed of three members of the Union and such administrative personnel as may be designated by the Superintendent of Schools of the District. The Committee shall meet as problems arise but no less than quarterly. The parties shall exchange written agendas, where appropriate, five days prior to the day of the meeting.

F. STAFF INFORMATIONAL DAYS: The Union shall hold Staff Informational Days in conjunction with Superintendent's Conference Days. There shall be no more that 2 half days used per year.

G. PAID RELEASE TIME: The President of the Union shall be allowed one hour per week paid release time to conduct Union business.

ARTICLE 3: RIGHTS OF THE CSEA (CONT'D.)

- H. NOTICE OF HIRES AND TRANSFERS: The Unit President shall be promptly notified, in writing, of all new hires and transfers of employees in the Bargaining Unit.

ARTICLE 4: DUES DEDUCTION

The District shall continue to deduct from the salary of employees dues owed the Unit when authorized by the employee, in writing, on forms acceptable to the District and signed by such employees. Dues deductions may be expanded to allow deductions for CSEA insurance as individually authorized provided that a uniform deduction amount remains in effect.

ARTICLE 5: GRIEVANCE PROCEDURES

- A. PURPOSE - The purpose of this Agreement is to provide a means for the rapid and equitable settlement at the lowest possible level of alleged violations of this Agreement.

- B. DEFINITIONS - A grievance shall be a claim by an employee or a group of employees in the Unit stating that there has been a violation of this Agreement. The decision as to the appointment of a probationary employee to a permanent position shall not be a matter subject to grievance.

A griever shall be an employee or group of employees in the Unit filing a grievance.

A grievance committee comprised of one member of the Unit from each school shall be appointed by the CSEA to represent employee grievances beyond Stage II.

The term day shall mean the employee working school day.

- C. PROCEDURES - The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies herein provided and shall not in any manner impair or limit the right of any employee to pursue any other appropriate remedies available.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and, as an outcome, having his grievance adjusted without the intervention of the CSEA, provided the adjustment is consistent with the terms of this Agreement. The CSEA shall have the opportunity to be present and to state

ARTICLE 5: GRIEVANCE PROCEDURES (cont.)

Its views through the Grievance Committee at any level in the grievance procedure beyond Stage II.

Failure of the responsible school officer at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure of the grievor to bring the grievance to informal presentation within ten days of its occurrence or To appeal the grievance to the next step within the specified time limits shall be deemed a waiver of the grievance, and the grievance shall abate. In the event that an employee alleges that a grievance is based upon newly-gained knowledge of facts or conditions which could have constituted the grievance within the ten day provision, he may bring a grievance subsequent to the expiration of this period, but in no event may any grievance be filed in excess of thirty days from the date upon which the act or conditions upon which the grievance is based occurred.

Stage I - Informal Appeal. Every grievance must be presented informally to the grievor's principal or immediate supervisor. If mutual agreement has not occurred after an informal oral presentation of a grievance to a grievor's principal or immediate supervisor, the formal steps set forth below shall be followed. The principal or immediate supervisor shall orally dispose of each grievance informally presented within five days following the informal presentation.

Stage II - Formal Appeal to the Principal or Supervisor. If the grievance is not settled satisfactorily at the informal stage, a grievor may file a written grievance on the appropriate form within five days of the decision handed down as a result of the informal presentation. The form used to start the formal grievance procedure is to be filed with the grievor's principal or immediate supervisor.

Within five days of the filing of the grievance, the principal or immediate supervisor shall hold a hearing with the grievor in an attempt to resolve the grievance. The grievor may invite the CSEA representative to be present at the hearing. If the grievance is resolved, the resolution shall be stated in writing and signed by the employee, the building representative and the principal or immediate supervisor. If the grievance cannot be resolved, the principal or immediate supervisor hearing the grievance shall issue his written decision on the grievance within five days of the hearing.

Stage III - Formal Appeal to the Superintendent of Schools. If the grievance is not resolved at the conference or the grievor is not satisfied with the written decision, he may, if he chooses, appeal the decision to the Superintendent of Schools on the appropriate form within five (5) days of receipt of the decision of Stage II. It shall be in writing, shall contain a copy of the written decision of Stage II and shall state

ARTICLE 5: GRIEVANCE PROCEDURES (cont.)

The reasons for the appeal. The grievor shall also file a copy of the appeal with the Grievance Committee at the time it is filed with the Superintendent of Schools.

Within ten days of the receipt of the appeal, the Superintendent or his designee shall hold a hearing with the Grievance Committee and the grievor in an attempt to resolve the grievance. If the grievance is resolved, the resolution shall be stated in writing and signed by the grievor, the Superintendent of Schools and the Chairman Of the Grievance Committee. If no resolution is reached, the Superintendent shall issue his written decision on the grievance within five days of the hearing.

Stage IV - Formal Appeal to the Board of Education. If the Grievance Committee is not satisfied with the disposition of the grievance in Stage III, it may, in its sole discretion, appeal the decision to the Board of Education by filing an appeal in writing with the Board within five days after receipt of the Superintendent's written decision. The appeal shall be in writing, shall state the reasons for the appeal and shall contain the written decision of the Superintendent at Stage III. Within ten days of the receipt of the appeal, the Board of Education or its designee(s) shall render a decision in writing within five days of the hearing.

Stage V - Binding Arbitration. If the Grievance Committee is not satisfied with the Board's decision, it may submit the grievance to arbitration by filing a written notice with the office of the Superintendent of Schools on the appropriate form within five (5) days of receipt of the Board's decision. The arbitration shall be held pursuant to the Voluntary Arbitration Rules of the American Arbitration Association, and it shall be the duty of the office of the Superintendent to notify the American Arbitration Association of the pending arbitration and request a submission form.

The Arbitrator shall hold such hearings as he deems necessary and shall render his decision in writing. The Arbitrator shall not have the power to alter or amend, add to, or change the terms of this Agreement or the conditions of employment of employees in this District. He shall, however, have the power to interpret and apply this Agreement and specify a remedy. The Arbitrator's decision shall be final and binding on both parties. The cost of arbitration shall be borne equally by the District and the CSEA.

D. DISTRICT RIGHTS - The District, at any time, acting through the Board of Education or the Superintendent of Schools, may in its sole discretion, register a grievance against the CSEA or one of the members of the bargaining unit, for failure to comply with the terms and conditions of this Agreement by filing a written complaint on the appropriate form with the Superintendent of Schools, who will transmit the complaint to the President of the CSEA. Within ten days of the presentation of the complaint, there shall be a conference concerning the complaint by the District between representatives of the CSEA and the District. If the complaint cannot be resolved at this level, the District may, in its sole discretion, and at its sole option, bring the complaint to arbitration, Stage V of this grievance

ARTICLE 5: GRIEVANCE PROCEDURES (cont.)

Procedure. Use of this procedure shall in no way be construed as a waiver of the District's right to bring disciplinary proceedings.

E. REPRISALS - The fact that a grievance is raised by a member of the Unit, regardless of its ultimate disposition, shall in no way result in any reprisals by the District.

ARTICLE 6: LEGISLATIVE AUTHORITY

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 7: SAVINGS CLAUSE

If the enactment of the legislation or the determination of a court of final jurisdiction renders any portion of this Agreement invalid or unenforceable, it shall not affect the validity of the rest of this Agreement which shall remain in full force and effect as if such invalid portion had not originally been included herein.

ARTICLE 8: DAILY WORK SCHEDULE

The daily work schedule shall consist of eight consecutive hours per day, forty hours per week, exclusive of one-half hour for lunch. A Wednesday through Sunday shift has been established at the high school. The employees on this shift shall receive a stipend equal to the night shift stipend for working the weekend.

The District shall have the right to alter shifts; however, no employee with four (4) or more years of service may be moved involuntarily from a permanent shift assignment. The exception to this would be in a situation of staff reduction, in which case transfers shall be on the basis of least seniority. Adjustment of up to one (1) hour on starting and ending times on the three (3) permanent shifts may be made by the Director of Buildings and Grounds and shall not be considered a shift alteration. (Note: 3 permanent shifts are to be regarded as: 7 a.m. - 3:30 p.m., 3:00 p.m. - 11:30 p.m. and the Grounds/Maintenance Department shall be 6:30 a.m. - 3:00 p.m.)

ARTICLE 9: OVERTIME

Overtime shall be paid at the rate of time and one-half (1-1/2) of the individual employee's hourly rate of pay in all cases where employees work in excess of eight (8) hours per day in all weeks in which forty (40) hours are worked. Time docked

ARTICLE 9: OVERTIME (cont.)

Will not count towards the forty (40) hours of work. Approved leave shall count as part of the forty (40) hours worked in computation of overtime.

Employees shall receive overtime pay at applicable rates of not less than three (3) hours if called in for emergencies, and shall remain for the total time to perform emergency duties as directed by the District.

Each school and the Grounds/Maintenance Department will create an overtime list. Employees will appear on said list in order of seniority. The custodial staff at each School will be responsible for the scheduled overtime at their school. If additional help is needed, the Director of Buildings and Grounds will be notified, and personnel from other schools and the Grounds/Maintenance Department shall be asked to work. For the purpose of this clause, an employee who requests to be excused and is excused by the supervisor from working available overtime shall be placed at the bottom of said list until becoming available again upon the list's rotation.

Double time (2x) will be paid to all employees who are required to work on all holidays with the proviso that the groups using the school facilities on those holidays are "outside" groups who will be charged the employees' applicable double time (2x) rate of pay. However, should the group using said facilities be an "in-house" group, they shall be charged, and the employee's paid at the applicable time and one-half (x 1 ½) hourly rate. Exceptions to this shall be as before - that employees required to work on Labor Day, Thanksgiving Day, Christmas Day, New Years Day or Easter Sunday shall receive double time (2x) regardless of the type of group using the facilities (i.e. "Outside" or "in-house").

ARTICLE 10: SENIORITY

Temporary employees will not be assigned regular shifts. For all purposes in the consideration of promotions, the filling of a new position, lateral shift assignments and vacation preferences, the District shall consider seniority as a factor in any determination to be made. Employees' seniority shall be determined in accordance with the New York State Civil Service Law.

ARTICLE 11: LONGEVITY

Beginning on 7/1/03, after reaching step twenty (20), all employees shall receive an additional stipend for three (3) years as follows:

Year 1 - \$525
Year 2 - \$550
Year 3 - \$575

ARTICLE 12: PROMOTIONS

Employees shall be informed of any promotional opportunities by notices placed on school bulletin boards and posted in the Operations and Maintenance areas. Interested candidates will inform the Personnel Office in writing, and all eligible candidates for an open position will be considered based on qualifications and past employment record. All applications will be responded to. No outside agencies or applicants will be notified or interviewed until the completion of the above contained Herein and until all applicants within the District have been responded to and interviewed.

Qualified employees on all shifts shall be given priority over prospective employees for transfer to other shifts. The determination of whether an employee is qualified shall remain in the discretion of the Director of Buildings and Grounds.

Employees who are qualified for promotional openings will be given priority over non-employees. The Supervisor of Buildings and Grounds shall make the determination of whether present employees are so qualified.

All vacancies must be posted in custodial, grounds and maintenance locations for five (5) working days. Interested parties must answer in writing and jobs filled within ten (10) working days, whenever possible.

ARTICLE 13: PROBATIONARY PERIOD OF EMPLOYMENT

A probationary period of a minimum of twelve (12) weeks to a maximum of fifty-two (52) weeks shall be established for all non-competitive and labor class employees. Non-competitive and labor class employees will be afforded the same rights as competitive employees under Section 75 of the Civil Service Law, upon the satisfactory completion of the fifty-two (52) week probationary period.

ARTICLE 14: DUTIES AND OBLIGATIONS

The CSEA shall do its utmost to see that members perform their respective duties in the School District loyally, efficiently and continuously under the terms of this Agreement. The CSEA and its members will endeavor to protect the interest of the school and the community to conserve its property, to protect its pupils and to give service of the highest quality.

ARTICLE 15: SALARY AND WAGES

The salary for year one of the Agreement shall be in accordance with the newly negotiated salary step schedules attached. The percentage shall be applied to the salary schedule referenced at each step. The salary and wages of individuals employed in Unit 9226 as of the date of this Agreement and for all future employees

ARTICLE 15: SALARY AND WAGES (cont.)

In Unit 9226 shall be as described in the schedules attached to this Agreement and made part thereof.

Salary steps shall be granted annually on July 1, except for beginning employees who must have commenced service prior to the January immediately preceding. Annual increments are paid on the basis of satisfactory service.

Every employee shall undergo a formal evaluation every two years. The evaluation shall be supervised by the Director of Buildings and Grounds and shall be designed to identify the employee's strengths and provide such assistance and suggestions as may be required to maintain or improve the employee's performance.

In the event an employee receives an "unsatisfactory" rating from the Director of Buildings and Grounds, or his designee, specific objectives and criteria will be set forth to improve performance. Any employee who has received an unsatisfactory rating will be re-evaluated within three months. If the employee continues to perform in an unsatisfactory manner, any salary step advancement due such employee for the following school year shall be withheld. The Director of Buildings and Grounds and, if desired by the employee, the President of the Unit, will cooperatively design a system for improvement that includes specific goals.

The employee will be formally re-evaluated by the Director of Buildings and Grounds during the next school year. If satisfactory improvement is demonstrated, the withheld amount will be reinstated. If, on the other hand, the employee's overall performance remains unsatisfactory, the Director of Buildings and Grounds shall recommend that appropriate action be taken and pursued in accordance with the New York State Civil Service Law.

Nothing in this Article is to be interpreted as constituting a waiver of the District's rights and responsibility to take disciplinary action in the case of misconduct or failure to maintain job performance.

Nothing in this Article is to be interpreted as constituting a waiver of an employee's right to a defense against charges as provided in the New York State Civil Service Law.

The Head Custodian of each school shall receive compensation as set forth in the salary schedules attached, plus the following differentials:

A. Horace Greeley High School :	2003-2004	\$5,951
	2004-2005	\$6,159
	2005-2006	\$6,375

ARTICLE 15: SALARY AND WAGES (cont.)

B.	Robert E. Bell/Seven Bridges Middle Schools:	2003-2004	\$4,853
		2004-2005	\$5,023
		2005-2006	\$5,199
C.	Douglas Grafflin, Roaring Brook & West orchard Schools:	2003-2004	\$4,071
		2004-2005	\$4,213
		2005-2006	\$4,360

Differentials for the night shift (3 p.m. - 11:30 p.m.) employees shall be as follows:

2003-2004	\$1,654
2004-2005	\$1,712
2005-2006	\$1,772

To be eligible for a differential, an employee must work at least twenty-five percent (25%) of the shift. Any employee working less than one hundred percent (100%) during his or her shift shall receive a prorated amount of the differential.

Differential/stipend for the Grounds/Maintenance Department Foreman shall be as follows:

2003-2004	\$5,260
2004-2005	\$5,444
2005-2006	\$5,635

The Senior Custodian shall receive compensation as set forth in the salary schedule annexed, the night shift (3 p.m. - 11:30 p.m.) differentials plus the following:

- A. Supervision of one (1) to three (3) full-time equivalent employees - 35% of Head Custodian Stipend.
- B. Supervision of four (4) or more full-time equivalent employees - 60% of Head Custodian Stipend.

Employees required to work out of title in a supervisory classification (Head or Senior Custodian) with a higher rate of pay will receive the higher rate when assigned by the Director of Buildings and Grounds. All Head Custodians, Senior Custodians and Foremen stipends shall increase in accordance with Article 1 - salary percentage increases.

ARTICLE 16: BIRTHDAYS

Employees shall receive their birthday as a day off with pay.

ARTICLE 17: VACATIONS

All full-time employees shall be entitled to vacation as follows:

- A. Two (2) weeks vacation after one (1) year of employment.
- B. Three (3) weeks vacation after five (5) years of employment.
- C. Four (4) weeks vacation after ten (10) years of employment.
- D. Five (5) weeks vacation after fifteen (15) years of employment provided that in the preceding school year the employee has utilized less than twenty (20) sick days for illness not requiring hospitalization.

Employees shall be permitted to take vacations at any time during the school year provided that (a) the time sought does not interfere with the proper operation of the school, and (b) no vacations are scheduled during the two-week period immediately preceding Labor Day.

The District may buy back one (1) week of unused vacation time from employees. Such employees shall receive in exchange their then current per diem rate of pay.

ARTICLE 18: COMPENSATORY TIME

After 7/1/03 all compensatory time accruals will be expected to be taken within one (1) calendar year from the date of being earned. Exceptions to this shall be those employees who earned and accrued compensatory time prior to the 7/1/03 date. Those employees may elect to retain such time until retirement or separation from the District's employ. However, such employees who accrue compensatory time after 7/1/03 date must use the compensatory time within a one (1) year period and may not add it to their past accruals of compensatory time.

ARTICLE 19: HOLIDAYS

All full-time employees shall be granted no less than fourteen fully paid holidays per year. One of the 14 paid holidays will be a floating holiday. The employee who wishes a floating holiday will designate both the holiday dropped and the new day in writing, as early as possible, but in no event less than two weeks prior to the date of the anticipated floating holiday.

ARTICLE 20: SNOW DAYS

When schools are closed due to weather and road/travel conditions, second shift employees (those working from 3:00 pm to 11:30 pm) shall not be required to report for work and shall receive their normal workday wage.

Only custodial, grounds and maintenance crew staff required for snow removal shall report for work and shall receive the overtime rate of time-and-one-half for hours worked prior to their regularly scheduled shift. Upon completion of the emergency assignment, the employees shall be allowed to leave work with the approval of the Director of Building and Grounds or his designee. All time regularly scheduled but not worked shall be credited to the employee's accruals as compensatory time.

ARTICLE 21: UNIFORMS

The District will provide at no cost to the employees of the Bargaining Unit uniforms. Uniforms will be selected by a representative of the District, and approved by the Labor Management Committee.

Failure to wear the complete uniform including safety shoes where appropriate shall be subject to the following disciplinary process. First time oral warning, second time letter of reprimand in file, and third time docked one days pay for each day not in compliance.

The District shall reimburse each employee up to \$90 per year for the purchase of steel-toed safety shoes or steel-toed safety sneakers upon presentation of a receipt of purchase to the Director of Buildings and Grounds. It is understood that the shoes shall be worn by the employee each and every day at work, except where the task to be performed has been deemed by the Director of Buildings and Grounds or his/her designee to be of such nature that the wearing of safety shoes or safety sneakers is inappropriate. The District will also provide foul weather gear for each school for use by all personnel. The Head Custodian shall be responsible for the security of the gear. Damaged or worn-out gear will be turned in for replacement.

ARTICLE 22: INSURANCE

The District shall pay ninety-five percent (95%) of the premiums for employees and dependents in the Northern/Westchester Putnam Schools Consortium or other insurance carriers providing identical or better medical benefits if the District elects to designate another carrier. All participating employees shall pay the remaining 5%

ARTICLE 22: INSURANCE (CONT'D.)

of premiums. Employees married to another District employee shall be entitled to either two single plans or one family plan.

<u>Year</u>	<u>Platinum 12 Composite</u>	<u>Dutchess Dental Composite</u>
2003-2004	\$16.53	\$61.71
2004-2005	\$16.86	\$66.65
2005-2006	\$17.18	\$67.48

The District will provide no more than: \$929.16 for each covered employee to fund a dental and vision plan. This plan will be the CSEA Employee Benefit Fund.

Commencing July 1, 2003, the District shall pay the cost of a \$50,000 group life insurance policy for each employee. The insurance carrier will be designated by the District.

ARTICLE 23: ACCIDENT AND SICKNESS BENEFITS

The District shall continue its Worker's Compensation Insurance to cover all employees. Non-occupational sickness and accident shall not be covered by the District beyond its commitment to sick leave. The District shall apply individual reimbursement for Worker's Compensation toward restoration of the equivalent number of sick days taken as a result of injury on the job. During the period of disability covered by Worker's Compensation, it is further provided that in the case of on-the-job injuries in excess of five consecutive work days that the employee shall be granted fully paid sick leave time at the rate of 20 days for each consecutive year of service with the Chappaqua Central School District up to a maximum of 120 days.

Should an employee use a portion of their maximum allotted benefits, they shall accrue no more time until the one hundred twenty (120) day limit is fully depleted. Once this maximum is fully depleted, said employee shall, after a one (1) year waiting period, begin to accrue fully-paid sick leave time at the previously stated rate of twenty (20) days per year up to a maximum of one hundred twenty (120) days.

Employees who are out on sick leave or Worker's Compensation leave for more than three (3) days may be required to provide the District with medical clearance to perform the essential duties of their position prior to returning to work.

ARTICLE 24: RETIREMENT

The District shall subscribe to retirement plan 75i of the New York State Employees' Retirement System and will provide Plan 75i to employees eligible for membership in Plan 75i.

ARTICLE 25: SICK LEAVE

Sick leave is time off, without loss of pay, granted by the District for reasons of personal illness or any quarantine regulations by the Board of Health.

Employees shall be entitled to full salary for up to and including fifteen (15) sick days during the fiscal school year with unlimited accumulation.

Upon retirement, salaried employees will be paid \$30.00 per day for unused sick leave also with unlimited accumulation.

ARTICLE 26: SICK BANK

A sick leave bank shall be created upon the contribution of an equal number of days from the Union and the District. Employees electing to participate in such a bank shall have a minimum of fifty (50) days accumulated sick leave, and submit to the District a waiver of no more than one (1) day of accumulated sick leave. The Union shall contribute no more days than the number of eligible members of the bargaining unit. The number contributed shall be matched by the District. All eligible employees shall be invited to participate.

Employees not electing to waive a sick leave day may not receive time from the sick leave bank.

The bank shall be administered by a committee of one (1) member appointed by the District and one (1) employee appointed by the CSEA who shall act upon withdrawals. Withdrawals from the bank shall be limited to eligible employees who are involved in a catastrophic, prolonged, non-work related illness or accident and who have exhausted their sick leave time. No employee may withdraw more than fifty (50) days.

The sick leave bank shall be renewable once all bank days have been expended. The renewal shall be in the same manner as the creation of the bank set forth above.

This provision shall be sunsetted at the expiration of the Agreement, except that anyone receiving the benefit at the sunset date shall continue to receive the benefit

ARTICLE 26: SICK BANK(CONT'D.)

until the time they are able to return to work or the receipt of the maximum number of days as previously set forth.

ARTICLE 27: BEREAVEMENT LEAVE

Any employee absent because of death in the immediate family shall be entitled to full salary for up to five days for each occurrence during the year. These days are separate and distinct from any other grant of leave but shall not be included in any accumulation of days.

ARTICLE 28: JURY DUTY

Employees who are called for jury duty shall not suffer a loss from sick leave or personal time. They shall be paid their regular salary less any compensation paid for jury duty. Travel and meal allowance shall not be deducted from salary.

ARTICLE 29: PERSONAL BUSINESS DAYS

A personal business day is time off for conducting matters of a personal nature which cannot be scheduled for any other time.

An employee shall be allowed up to three days leave with pay during the year. An employee need not specify his reasons for taking such leave unless it immediately precedes or follows a holiday or vacation period, in which case the leave would first need to be approved by the supervisor. At least three (3) days' notice to the supervisor is necessary to provide for the needs of the District during the employee's absence. In the case of an emergency, the provision for three (3) days' notice may be waived at the discretion of the supervisor. Such leave, if not used, shall be cumulative as sick leave.

ARTICLE 30: WORK CONTRACTED OUT

Work will not be contracted out by the District in such a way as to cause the loss of employment to Unit 9226 personnel presently employed by the District.

ARTICLE 31: PRACTICES, RULES, AND REGULATIONS

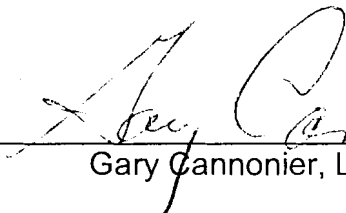
All existing rules, regulations, and practices of the District, unless specifically changed by this Agreement, shall continue in full force and effect.

All proposed changes in personnel rules, regulations, practices, work schedules and other working conditions covered by this Agreement shall be submitted to the CSEA before becoming final.

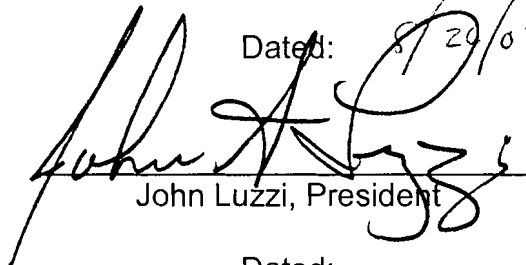
RATIFICATION

THE CHAPPAQUA SCHOOL UNIT 9226, CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., AND THE DESIGNEE OF THE SUPERINTENDENT OF SCHOOLS OF THE CHAPPAQUA CENTRAL SCHOOL DISTRICT HAVE APPROVED THE ABOVE AGREEMENT, AND SUCH APPROVAL IS INDICATED BY THE SIGNATURES BELOW.

CHAPPAQUA SCHOOL Unit 9226, CIVIL SERVICE EMPLOYEES' ASSOCIATION INC.

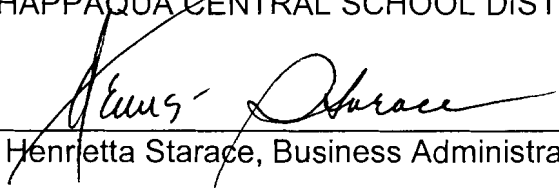

 Gary Cannonier, Labor Relations Specialist, CSEA

Dated: 8/20/03


 John Luzzi, President

Dated:

CHAPPAQUA CENTRAL SCHOOL DISTRICT


 Henrietta Starace, Business Administrator

Dated:

SALARY SCHEDULE
2003-2004

<u>STEP</u>	<u>HEAD CUSTODIAN & FOREMAN</u>	<u>GROUNDS AND MAINTENANCE</u>	<u>CUSTODIAN II</u>	<u>CUSTODIAN I</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
1	37,564	36,514	35,462	33,059
2	38,917	37,642	36,438	33,957
3	40,272	38,769	37,416	34,859
4	41,624	39,819	38,389	35,763
5	42,974	41,021	39,369	36,664
6	44,327	42,151	40,346	37,564
7	45,680	43,274	41,320	38,468
8	47,029	44,404	42,298	39,369
9	48,386	45,530	43,274	40,313
10	50,205	46,658	44,250	41,171
11	51,088	47,782	45,229	42,073
12	52,443	48,910	46,204	42,974
13	53,796	50,038	47,180	43,875
14	55,145	51,163	48,157	44,777
15	56,496	52,290	49,136	45,680
16	57,851	53,418	50,114	46,581
17	59,203	54,545	51,088	47,482
18	60,556	55,672	52,066	48,386
19	61,910	56,799	53,042	49,285
20	63,260	57,924	54,018	50,188

STIPENDS:

NIGHT SHIFT:

3 P.M. - 11:30 P.M. \$1,654

HEAD CUSTODIANS:

Horace Greeley High School \$5,951
Robert E. Bell/Seven Bridges Schools \$4,853
All Elementary Schools \$4,071

MAINTENANCE FOREMAN: \$5,260

GROUNDS FOREMAN: \$5,260

SALARY SCHEDULE
2004-2005

<u>HEAD CUSTODIAN</u> <u>STEP</u>	<u>GROUND & FOREMAN</u> <u>\$</u>	<u>CUSTODIAN</u> <u>MAINTENANCE</u> <u>\$</u>	<u>CUSTODIAN</u> <u>II</u> <u>\$</u>	<u>I</u> <u>\$</u>
1	38,879	37,792	36,703	34,216
2	40,279	38,959	37,713	35,145
3	41,682	40,126	38,726	36,079
4	43,081	41,213	39,733	37,015
5	44,478	42,457	40,747	37,947
6	45,878	43,626	41,758	38,879
7	47,279	44,789	42,766	39,814
8	48,675	45,958	43,778	40,747
9	50,080	47,124	44,789	41,724
10	51,962	48,291	45,799	42,612
11	52,876	49,454	46,812	43,546
12	54,279	50,622	47,821	44,478
13	55,679	51,789	48,831	45,411
14	57,075	52,954	49,842	46,344
15	58,473	54,120	50,856	47,279
16	59,876	55,288	51,868	48,211
17	61,275	56,454	52,876	49,144
18	62,675	57,621	53,888	50,080
19	64,077	58,787	54,898	51,010
20	65,474	59,951	55,909	51,945

STIPENDS:

NIGHT SHIFT:

3 P.M. - 11:30 P.M.

\$1,712

HEAD CUSTODIANS:

Horace Greeley High School

\$6,159

Robert E. Bell/Seven Bridges Schools

\$5,023

All Elementary Schools

\$4,213

MAINTENANCE FOREMAN:

\$5,444

GROUNDS FOREMAN:

\$5,444

SALARY SCHEDULE
2005-2006

<u>STEP</u>	<u>HEAD CUSTODIAN & FOREMAN</u>	<u>GROUND & MAINTENANCE</u>	<u>CUSTODIAN II</u>	<u>CUSTODIAN I</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
1	40,240	39,115	37,988	35,414
2	41,689	40,323	39,033	36,375
3	43,141	41,530	40,081	37,342
4	44,589	42,655	41,124	38,311
5	46,035	43,943	42,173	39,275
6	47,484	45,153	43,220	40,240
7	48,934	46,357	44,263	41,207
8	50,379	47,567	45,310	42,173
9	51,833	48,773	46,357	43,184
10	53,781	49,981	47,402	44,103
11	54,727	51,185	48,450	45,070
12	56,179	52,394	49,495	46,035
13	57,628	53,602	50,540	47,000
14	59,073	54,807	51,586	47,966
15	60,520	56,014	52,636	48,934
16	61,972	57,223	53,683	49,898
17	63,420	58,430	54,727	50,864
18	64,869	59,638	55,774	51,833
19	66,320	60,845	56,819	52,795
20	67,766	62,049	57,866	53,763

STIPENDS:

NIGHT SHIFT:
3 P.M. - 11:30 P.M.

\$1,772

HEAD CUSTODIANS:

Horace Greeley High School	\$6,375
Robert E. Bell/Seven Bridges Schools	\$5,199
All Elementary Schools	\$4,360

MAINTENANCE FOREMAN:	\$5,635
GROUND & FOREMAN:	\$5,635